

Government of India
Ministry of Rural Development

Invitation for Expression of Interest

The Ministry of Rural Development invites Expression of Interest (EOI) from eligible Institutions/Organizations for engagement as Consultant for conducting the following Evaluation studies:

- i) Evaluation Studies of the Departmental Integrated Management Information System (IMIS)
- ii) Evaluation of Impact of Sustainability Structures under National Rural Drinking Water Programme (NRDWP)
- iii) Evaluation study on implementation of rural drinking water quality monitoring and surveillance programmes under NRDWP

The details of the proposed studies are available on the website of the Ministry (www.rural.nic.in) under the link "Advertisements/Tenders". Institutions/Organizations may apply for all the three studies as a composite proposal or for any single study. Those Institutions expressing interest for all the three studies should also indicate their interest in taking up individual studies. Eligible and interested Institutions/Organizations may submit their EOI to Shri D.K.Singh, Under Secretary(Mon), Ministry of Rural Development, Room No.366-C, Krishi Bhawan, New Delhi-110114 up to 3.00 pm on **31st October 2011**. Request for proposal will be issued only to shortlisted Consultants.

Study 1: Evaluation study of the Departmental Integrated Management Information System (IMIS) of rural water supply in the country

The Ministry of Rural Development invites Expression of Interest (EOI) from eligible Institutions/Organisations (Consultants) for an Evaluation study of the Departmental Integrated Management Information System (IMIS) of Ministry of Drinking Water and Sanitation. **The applicants should have experience in evaluation of MIS data at national/State level for a minimum period of 3 years and/or in development / administration of web-enabled MIS for a minimum period of 3 years and should have an average annual turn-over of at least Rs. 50 lakh during the last 3 years.** The detailed Terms of Reference (TOR) for the study are at Annexure.

Interested Consultants satisfying the conditions mentioned above may submit their Expression of Interest. The EOI in the prescribed proforma shall be received by Shri D.K.Singh, Under Secretary (Mon), Ministry of Rural Development, Room No.366-C, Krishi Bhawan, New Delhi-110114 up to 3.00 PM on **31.10.2011**. For any clarification, the above officer may be contacted on Phone No. 23386378 between 10.00 AM to 5.00 PM up to the said date.

Ministry of Rural Development, Government of India, intends to engage nationally reputed consultancy organizations/research institutions, having sound technical and financial capabilities to conduct “**Evaluation of Integrated Management Information System (IMIS) in the Ministry of Drinking Water and Sanitation**”

TERMS OF REFERENCE

OBJECTIVE AND SCOPE OF WORK

Evaluation of Integrated Management Information System (IMIS) in the Ministry of Drinking Water and Sanitation

1. Background

The Ministry of Drinking Water & Sanitation (MDWS), Government of India provides funds to the States and Union Territories for implementing various Rural Water Supply and Sanitation Schemes. Bharat Nirman ó a programme launched by Government of India to build rural infrastructure has ‘Rural Drinking Water’ as one of its components. The Total Sanitation Campaign (TSC) is also one of the flagship programmes under Bharat Nirman. Both ‘Supply of Drinking Water’ and ‘Sanitation facility’ in rural areas are under the purview of the MDWS and hence, the Ministry is interested to ensure that the funds provided by it do serve the purpose intended for. ‘Supply of water’ is a State subject and the prime responsibility for providing adequate quality water to the rural people is the responsibility of the concerned State. However, MDWS supplements the efforts made by State governments by providing technical and financial support. MDWS administrates the NRDWP and the TSC.

2. National Rural Drinking Water Programme (NRDWP)

To support States and UTs with financial and technical assistance in providing potable drinking water supply in all rural habitations, the Govt. of India is administering the National Rural Drinking Water Programme (NRDWP).

The revised guidelines of the National Rural Drinking Water Programme (NRDWP) of the Department of Drinking Water Supply were issued with effect from April 1, 2009, to achieve coverage of the rural population with potable drinking water and ensuring sustainability of sources and systems through a community driven approach. The revised guidelines envisage achieving universal coverage of rural population with safe drinking water and promotion of sustainable approach to development, restoration and protection of drinking water sources in the country. NRDWP aims at providing financial support to the State governments for development of water sources and schemes, their protection and maintenance in the rural areas and enable technical support for the line departments. It also endeavors to provide an enabling environment for the community to participate in the planning, implementation and maintenance of the water supply schemes and resources at the village level. The MDWS-IMIS enables all participating stakeholders to monitor this programme in an efficient, effective and transparent manner. The

MDWS through IMIS monitors the quality of domestic water and provides for water testing facilities in the country.

2.1 Monitoring and Evaluation System:

The implementation of the programmes in the States is being monitored and evaluated at the National Level through various tools and techniques. A Web based online Integrated Management Information System(IMIS) has been put in place for close monitoring of the NRDWP.

Users of this software are from the Ministry, Ministry of Govt. of India including the planning commission, State departments in-charge of rural water supply and all field level Division and Sub division offices in-charge of rural water supply. NGOs, Multilateral agencies and Citizens can also access the website for basic information and updates. The users are expected to have a basic understanding of using a computer and familiarity with web browsers.

IMIS, a role-based application, enables online submission of annual plans and project shelf, physical and financial progress report on coverage of habitations and rural schools and specially the coverage of habitations affected with water quality problem.

- **System Administrator:** System Administrator functions at the MDWS Level. Administrator manages the masters, users and access control for their corresponding levels.

- **Type of information on IMIS:**

Data is principally entered at the district level with some supplementary information entered in the state level. The type of data entered is as follows:

- i) The status of coverage of all the habitations (16.64 Lakh) with regard to rural water supply. (A habitation is a part of GP/ Village with one or more households which can be physically identified in the field.)
- ii) No. of rural domestic water supply schemes completed, proposed or under implementation. (Scheme includes PWSS, spot sources- hand pumps & bore wells etc.)
- iii) Information regarding water quality affected habitations.
- iv) Testing of water quality at the level field using the FTK.
- v) Testing of water quality at the district/ sub-district using the FTK.
- vi) Coverage of schools & aganwadi with potable water supply.
- vii) Reporting on support activities such as IEC, HRD, Computerization etc.
- viii) Reporting of expenditure on various rural water supply schemes.

3. Objectives of the study:

- i. To review the existing reports and formats for collection and compilation of data on IMIS and suggestions for revisions;
- ii. To assess the accuracy of data on IMIS as entered by states in terms status of coverage of habitation, schools, aganwadi and water quality testing data and the progress of implementation of schemes;
- iii. To identify the constraints in monthly data entry and annual status updation at district/sub division level and suggestions to remedy them;
- iv. To identify the gaps and difficulties faced by users at various levels, in using IMIS;
- v. To identify the utility of the IMIS with special reference to users in other Ministries/States/Organisations/International Agencies;
- vi. To study utility of the IMIS so as to identify the lacunae in the system;
- vii. To propose rationalization of the structure of IMIS if needed keeping in view the various activities undertaken in different States under NRDWP;
- viii. To recommend a mechanism for better planning, management and monitoring of activities under the National Rural Drinking Water Programme.
- ix. To suggest required institutional set up for ensuring smooth & punctual flow of data from field level to the data entry point.
- x. To suggest a suitable institution structure at the MDWS to manage the MIS system and ensure smooth and effective data flow.
- xi. To suggest a monitoring cell to process, analysis and study the data that are entered in the IMIS.

4. Methodology

The Study should be based on an appropriate sample size and sample design. The sampling methodology should lead to a representative sample across the country to enable the Study Team to arrive at credible estimates with a confidence level of 95%, while keeping the cost of the study minimal. The evaluation is to be done in all the States/UTs in the country covering all districts. For all India about 13,000 habitations will have to be sampled.

Sample habitations may be drawn district wise with probability proportional to size of the districts (in terms of number of habitation in the district). While selecting district wise habitations, it will be ensured that proportional number of SC/ST, minority, and LWE dominated habitations are included in the sample (if necessary by substitution)

5. Role of the Ministry of Rural Development and M/oDW&S

- i. Co-ordinate between the States and the evaluating agency.
- ii. May advise the agency on methodology, and other technical matters.
- iii. Will review the progress of the work from time to time.

6. Technical Qualifications of the Agency:

Past Experience: The bidders should have experience in development and administration of web-enabled MIS for at least 3 years. The bidder should have completed at least three evaluation studies in the past, of which at least one is an IT application.

Human Resources:

- The Principal Investigator (Team Leader) should be an expert in Monitoring & Evaluation.
- The Agency should have sufficient manpower with expertise in handling web-enabled water supply system for completing the study within the given time frame.

7. Timeline:

(i) **Commencement** : within 15 days from the date of signing of contract

(ii) **Inception Report** : within 15 days from the date of signing of contract

The Agency is required to submit the final work plan before starting the field work. This should include their travel plan and schedule of visit and studies. The Ministry may suggest changes in these plans which will be binding on the Agency.

(iii) **Interim presentation:** within 90 days from the date of signing of contract

The Agency shall present a report on their site visits, and present the data collected in the field. The Ministry may direct the Agency at this point of time to modify the strategy of data collection, if the field data is not of the expected quality. A presentation on the interim report shall be made by the Agency, for views of the Ministry.

(iv) **Draft Report:** Within 180 days from the date of signing of contract.

(v) **Final report:** within 210 days from the date of signing of contract

8. Deliverables: Final report

1. Entire field data collected by the Agency,
2. Secondary data collected from various sources in the course of study and analysis of data
3. Detailed Analytical Report (draft) meeting the objectives of the study.
4. Power point Presentation of draft report
5. Final report incorporating the suggestions / additional information as desired by the client. Final report should also contain Background, Conclusion, Recommendation, Executive Summary, maps and site photographs. 20 hard copies of the Final Report and its soft copy are to be delivered.

CONTRACT FOR CONSULTANT'S SERVICES

between

Ministry of Rural Development, Govt. of India

and

(Name of the Consultant)

Subject: Engaging a Consultant for conducting Evaluation Study of Integrated Management Information System (IMIS) of drinking water supply schemes in the country

Dated:

This CONTRACT (hereinafter called the "Contract") is made on the () day of the month of () month, () year) between the Ministry of Rural Development, Government of India, Krishi Bhavan, New Delhi-110114(name of Employer), (hereinafter called the "Employer") of the First Part and, (name of consultant) (hereinafter called the "Consultant") of the Second Part.

WHEREAS:

(a) the Consultant, having represented to the "Employer" that he has the required professional skill, personnel and technical resources, has offered to provide the services in response to the Tender Notice dated issued by the Employer;

(b) The "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (i) Conditions of Contract
- (ii) Appendix: Terms of Reference

2. The mutual rights and obligations of the "Employer" and the "Consultant" shall be as set forth in the Contract, in particular:

(a) The Consultant shall carry out and complete the Services in accordance with provisions of the Contract; and

(b) the "Employer" shall make payments to the Consultant in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In the presence of:

Signed by:

For and on behalf of the Ministry of Drinking Water and Sanitation, Govt. of India.

Witnesses:

(i) Signed by

(ii) (Consultant)

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Employer" means Ministry of Rural Development, Govt. of India.
- (c) "Consultant" means any private or public entity that will provide the Services to the Employer under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this Contract and the Appendices.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force
- (g) "Foreign Currency" means any currency other than the currency of the Employer's country.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Party" means the Employer or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Consultants assigned to perform the Services or any part thereof .
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the RFP hereto.
- (m) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (n) "Third Party" means any person or entity other than the Employer, or the Consultant.
- (o) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the following address:

- i). Employer: Ministry of Rural Development, Govt. of India, Krishi Bhavan, New Delhi-110114.

ii) Consultant: (Name)í .(Designation)
Address:

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 1.5.1.

1.6 States/districts covered: All States/UTs in the country

1.7 Taxes and Duties: The Consultant shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption:

1.8.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the Employer: The Employer may, if it determines at any time that the Consultant or Representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,

(a) terminate the Contract, and /or

(b) declare the Consultant ineligible, either indefinitely or for a Stated period of time, to be awarded a contract .

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date of Contract: This Contract shall come into force and effect on the date of execution/signing of Contract by the Parties

2.2 Commencement of Services: The Consultant shall begin carrying out the Services not later than 15 days after execution of the Contract.

2.3 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 15 days after execution, Employer may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, Consultant shall have no claim against the Employer with respect hereto.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.3 or 2.8 hereof, this Contract shall expire at the end of 3 years after the Effective Date as specified in Clause 2.1 unless further extended by the Employer.

2.5 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.6 Force Majeure

2.6.1 Definition (a) For purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have expected and taken into account at the time of conclusion of this Contract, (c) insufficiency of funds or non-availability of personnel.

2.6.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

(i) Demobilize,; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension: The "Employer" may, by written notice, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) allow the Consultant to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 Termination

2.8.1.1 Termination by the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of this Clause:

- (a) If the Consultant fails to remedy a failure in performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 days of receipt of such notice or within such further period as "Employer" may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or go into liquidation or receivership.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
- (d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the "Employer" a false Statement which has a material effect on the rights, obligations or interests of the "Employer".
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services and for any such deficiency, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve quality of the services.
- (h) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than 30 days.
- (i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.1.2 In such an occurrence the "Employer" shall give a written notice of not less than 7 days for termination of the Contract.

2.8.2 Termination by the Consultant: The Consultant may terminate this Contract, by not less than 7 days' written notice to the "Employer", in case of occurrence of any of the events specified in following paragraphs (a) through (d) of the this Clause:

- (a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 15 days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 days.
- (c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
- (d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period agreed by the Consultant on receipt of the Consultant's notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection and copying of

their records set forth in Clause 356 and 3.6 hereof, and iv) any right which a Party may have under the Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

2.8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Employer shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.8.1 (g), (h) or 2.8.2, remuneration pursuant to Clause 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.8.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the Employer may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 15 days of termination date.

2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice of termination from the other Party, refer the matter as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate Personnel. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with Third Parties.

3.1.2 Performance Guarantee: The Consultant shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 5% of the total annual cost of the project, which shall remain valid for a period of 30 days beyond the date of completion of all contractual obligations.

3.2 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.3 Confidentiality: The know how generated from the Project would be the property of the Employer. Except with prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Subcontracts: the Consultant should execute the Services through its own technical manpower and will not outsource the job, completely or partially, through any other consultant.

3.5 Monitoring and Reporting Obligations: The Consultant shall extend all facilities to Consultancy Monitoring Committee (CMC), as also experts and officers assigned by the Employer to monitor progress of the assignment, to oversee that the assignment is as per RFP/TOR and contractual conditions and to assess quality of deliverables and to accept/reject in part of the assignment, (b) The Consultant shall submit to the Employer draft report within 2 months of award of assignment and make presentation of draft report before the Employer, and submit 20 copies of the final report within 10 days after the approval of the draft report by the Employer. Final report shall be delivered in pen drive in addition to the hard copies as specified in TOR.

3.6 Documents Prepared by the Consultant to be the Property of the Employer: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

4. CONSULTANTS PERSONNEL:

4.1. Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal.

4.2. Removal and/or Replacement of Personnel: (a) If, for any reason beyond reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide appropriate replacement by a person with equivalent or better qualifications and experience.

4.3 The Consultant shall nominate a Team Leader for the period of the assignment who will not be changed during the course of the assignment.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions : The Employer shall Provide to the Consultant any such assistance as may be appropriately required in connection with the assignment, such as issue of instructions to the concerned officials of Government/ organization, as may be necessary or appropriate for the prompt and effective performance of the Services.

5.2 Payment: In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable (inclusive of all taxes, service charges etc.) is ` _____ , as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.3, payments under this Contract shall not exceed the amount specified in Clause 6.1(a).

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: (a) the consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payments in respect of the Services shall be made in three installments as per terms & conditions given below:

- i). First installment of 20% after signing of contract, delivery of performance security (5% of the project cost) and development of survey tools and procurement of resources.
- ii). Second installment of 50% after completion of field work.
- iii). Final installment of 30% on successful completion of the assignment to the satisfaction of this Ministry in accordance with TOR.
- iv). Payment of any of the installments in advance will be made only against bank guarantee for an equal amount, furnished by the Consultant. Validity of bank guarantee should be for 6 months initially. Bank guarantee furnished by the Consultant will be released on delivery of all Services to the satisfaction of the Employer.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. If the deliverables are not found to be acceptable by the Employer or the consultant has not carried out the work, he shall be liable to refund the advance of installment, if any, released to the consultant. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment : The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and Report finally accepted by the Employer unless the Employer gives a written notice to the Consultant specifying in detail deficiencies in the Services within 30 days of receipt of final Report and relevant documents. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means: acceptance of the deliverables by the Employer after submission by the Consultant and Consultant has made presentation to the Employer with/without modifications to be communicated in writing by the Employer to the Consultant.

(e) If the deliverables submitted by the Consultant are not acceptable to the Employer, the Employer shall not release payment due to the consultant. This is without prejudice to the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the Report and is accepted by the Employer.

(f) All payments under this Contract shall be made to the account of the Consultant.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment may be made to the consultant on pro-rata basis in respect of the services, which are found to be useful to the Employer.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the Ministry of Drinking Water and Sanitation. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall State the reasons for the award.

9. LIQUIDATED DAMAGES:

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified

hereunder shall be construed as reasonable estimate of the damages and the consultant party agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 50% of the total value of the contract .

9.3 The liquidated damages shall be applicable under following circumstances:

(a) Penalty @ 5% of the released amount will be imposed on the Consultant in the event of the delay upto 1 month in submission of Report as per schedule until extended by the Employer and after two months additional penalty @ 1% for each fortnight period.

(b) If the Report is not acceptable to the Employer as mentioned in Clause 6.3 (c), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of released amount for every fortnight or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

(i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, agent(s), engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(vii) It is acknowledged and agreed by all Parties that the staff employed for the project are not employees of Employer and there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

Proforma for EOI

(i) Name of the Institution/organization:

(ii) Name of contact person:

(with Mobile No.)

(iii) Address:

(iv) Phone No with STD Code:

(v) Fax No. with STD Code:

(vi) Email ID:

(vii) Total Experience in Evaluation Studies:

(viii) Evaluation studies done on development/administration of web-enabled MIS projects by the Organization/Institution (last 3 years)

| S. No. | Type of Activity | Level(National /State/below State) | Title of the Project | Name, address, telephone No. and email ID of the client | Duration of Project (in months) & Year of Start & Completion | Value of the Project (lakh) | Services/Products Delivered |
|---------------|-------------------------|---|-----------------------------|--|---|-------------------------------------|------------------------------------|
| | | | | | | | |
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| | | | | | | | |

(ix) Evaluation studies done on drinking water supply projects at National/State level by the Organization/Institution (last 3 years)

| S. No. | Type of Activity | Level(National /State/below State) | Title of the Project | Name, address, telephone No. and email ID of the client | Duration of Project (in months) & Year of Start & Completion | Value of the Project (lakh) | Services/Products Delivered |
|---------------|-------------------------|---|-----------------------------|--|---|-------------------------------------|------------------------------------|
| | | | | | | | |
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| | | | | | | | |

(x)Details of the Team Leader for the project

| Name | Position and name of the Organization* | Full-time/ Part-time | Academic Qualification (Graduation above) & with discipline (PHE/IT/Others) | No. of years of Experience* | | |
|------|--|----------------------|---|--|-------|------------------------------------|
| | | | | Evaluation of drinking water supply projects | | Development/ Administration of MIS |
| | | | | National | State | |
| | | | | | | |

[*Documentary evidence to be enclosed]

(xi) Annual turnover* of the Organisation/Institution from Studies/Evaluation Studies during the following three years:

| Year | Turnover(In ` lakh) |
|--------------|---------------------|
| Year 2008-09 | |
| Year 2009-10 | |
| Year 2010-11 | |

[*Documentary evidence to be enclosed]

CERTIFICATE

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. This Institution is fully equipped to handle this assignment and would implement this project within the given time frame, to the satisfaction of the M/o Rural Development.
3. I am competent to sign this Certificate.

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation:

Evaluation Criteria for shortlisting the Agencies

| S.No. | Items | Maximum Score |
|--------------|---|----------------------|
| 1. | <i>Experience</i> | 45 |
| i. | Total Experience in Evaluation Studies (Years) | 15 |
| ii. | Experience in studies on Development/ Administration of MIS projects | 20 |
| iii. | Experience in evaluation of drinking water supply projects | 10 |
| 2. | Suitability of Key Personnel for the assignment | 30 |
| i | Qualification of Team Leader in the relevant field | 15 |
| ii | Experience of Team Leader | 15 |
| 3. | Financial strength | 25 |
| | Total | 100 |

Minimum qualifying score : 50

Study 2: Evaluation study on Impact of Sustainability Activities taken up under the National Rural Drinking Water Programme (NRDWP) in the country

The Ministry of Rural Development invites Expression of Interest (EOI) from eligible Institutions/Organisations (Consultants) for an Evaluation Study on impact of **Sustainability Activities**, taken up under the **National Rural Drinking Water Programme (NRDWP)**, administered by the Ministry of Drinking Water and Sanitation, in the country. **The applicants should have experience of completing at least one such impact assessment study and should have an average annual turn-over of at least Rs.50 lakh, during the last 3 years.** The Principal Investigator for the study should be a Hydro-Geologist having more than 15 years of experience in hydro-geological and geophysical studies. The detailed Terms of Reference (TOR) for the study are at **Annexure**.

Interested Consultants satisfying the conditions mentioned above may submit their Expression of Interest. The EOI in the prescribed proforma shall be received by Shri D.K.Singh, Under Secretary(Mon), Ministry of Rural Development, Room No.366-C, Krishi Bhawan, New Delhi-110114 up to 3.00 PM on **31.10.2011**. For any clarification, the above officer may be contacted on Phone No. 23386378 between 10.00 AM to 5.00 PM up to the said date.

Ministry of Rural Development, Govt. of India, intends to engage nationally reputed consultancy organizations/research institutions, having sound technical and financial capabilities to conduct an “**Evaluation study on *Impact of Sustainability Activities* taken up under the National Rural Drinking Water Programme (NRDWP) in the country**”

TERMS OF REFERENCE

OBJECTIVE AND SCOPE OF WORK

“Evaluation study on *Impact of Sustainability Activities* taken up under the National Rural Drinking Water Programme (NRDWP) in the country”

1. Background

The Govt of India launched the centrally sponsored Accelerated Rural Water Supply Program (ARWSP) in 1972-73 to assist the States and Union Territories to accelerate the pace of coverage of drinking water supply. Over the years it has been seen that there have been recurrent slippages of habitations from fully covered status to partial coverage, due to constraints in water availability and/or quality problems. About 85% of the rural drinking water schemes in the country are based on groundwater as source. Over-exploitation of groundwater and geogenic actions have lead to quantity/quality problems. Therefore, under the new National Rural Drinking Water Programme (NRDWP) introduced in 2009-10, the focus is to ensure permanent drinking water security in rural India. This is to be achieved by creating drinking water security, through measures to improve/augment existing drinking water sources and promote conjunctive use of groundwater, surface-water and rain water harvesting based on village water budgeting and security plan prepared by the community/local government.

The sustainability of the source of any drinking water supply scheme is of prime importance, as implementation of drinking water schemes; require financial and technical inputs at a large scale. Moreover, the scheme has to ensure the availability of water. Sustainability measures are therefore taken up for making the water source sustainable in the long run from the availability and quality point of view. Sustainability measures include construction of sustainability structures and sustainability processes. The selection of a particular sustainability activity, or a combination of more than one of them, requires an understanding of Geology, Hydrogeology, water demand, demand forecast, land use and rainfall pattern of the site where the sustainability activity is to be carried out.

To accord priority to ensuring sustainability of sources, and to promote sustainability activities at the State level, 20% of the NRDWP funds released to the States is available for carrying out sustainability as 100% grant in aid from Centre.

2. Purpose of the study

The principal purpose of the study is

- i. to evaluate the preparation, planning and implementation of the Sustainability Program at the State level
- ii. to evaluate appropriateness of the selection of the type of sustainability activities carried out.
- iii. to evaluate the suitability sites selected for the constructing the sustainability structures
- iv. to assess the impact of sustainability structures on efficiency of drinking water supply schemes

3. Methodology

Three to four districts in the following eight States located in different geological settings will be selected at random, giving priority to over exploited blocks in these districts.

| State | Districts |
|------------------|-----------|
| Assam | 3 |
| Himachal Pradesh | 3 |
| Karnataka | 4 |
| Madhya Pradesh | 4 |
| Rajasthan | 4 |
| Tamil Nadu | 4 |
| Uttar Pradesh | 4 |
| West Bengal | 4 |
| Total | 30 |

In each district **3 Projects/Schemes/locations** where Sustainability Activities under the NRDWP have been taken up will be selected at random. These locations will be subjected to various tests by the agency.

The agency will have to perform the following tasks to assess the impact of sustainability activities:

- a) Location: Recording the location of the sustainability structure giving Latitudes, Longitudes & Altitude and plotting it in the topo-sheet of the area.
 - b) Recording the type of the activities indicating the processes & structures adopted.
 - c) Recording the year of construction of the structure.
 - d) Recording the Dimensions of the sustainability structure: Size of the structure such as length, width, depth and diameter etc.
 - e) Getting information on the rainfall pattern of the area, recording and analyzing the rainfall pattern for the last 10 years.
 - f) Getting feedback from the Geologists / Engineers concerned on selection/design of the sites.
 - g) Recording the number of sustainability structures designed and constructed at the study site or details of the sustainability process adopted at the site.
 - h) Assessment of correctness of selection of sites and design of the specific structures based on micro-watershed approach.
 - i) Getting the details of and studying the report of the Geophysical investigations carried out at site for locating and designing the structures.
 - j) Getting the details of and studying the maps and data used, including HGM maps, in locating the sites and designing the structures.
 - k) Recording the static level on the date of the study and getting information & records of the static level before the construction of the structures.
 - l) Getting the information from Piezometers in the region fitted with AWLR (Automatic Water Level recorders), on the trend of the water level for the past three years.
 - m) Conducting geophysical investigations on one location per district and processing the data using 2D imaging software to acquire a 2D image of the subsurface geo-electrical cross section to ascertain the correctness / effectiveness of the location and design of the structure.
 - n) Carrying out borehole logging at the borehole site and analyzing the data in terms of improvement in saturation of the strata.
 - o) Conducting APT (Aquifer performance tests) on at least one borewell per district to study the impact of sustainability structure.
 - p) One ongoing drilling site may be selected in the district and its logging will be done by the agency. The proposed yield and the groundwater depth as given in the HGM maps shall be tallied with the actual field conditions.
 - q) Collecting groundwater samples, analyzing them for quality and comparing the results with the previous data available on groundwater quality in the region before commissioning of the structures.
 - r) Collecting and analyzing the data available on the success rate of the borewells drilled after adopting sustainability measures.
- **Role of the Ministry of Rural Development and the Ministry of Drinking Water and Sanitation.**
 - The Ministry will co-ordinate between the States and the evaluating agency.

- The Ministry will direct the activities of the agency in terms of advice on methodology, techniques and data collection.
- The Ministry will review the progress of the work from time to time.

4. Technical qualifications of the agency:

Past Experience: The agency should have completed at least one such impact assessment study (at least district level) in the past.

Human Resources:

- The principal investigator for the study should be a Hydro-geologist/ Water Resource management expert having more than 15 years of experience in hydro-geological and geophysical studies and have carried out similar studies.
- The principal investigator should be adequately supported by geological assistants for field studies, office staff for preparation and presentation of the reports and manpower for conducting geophysical and hydro-geological studies.

Instrumentation: The agency should have latest instrumentation for

- Surface geophysical studies to acquire 2D images
- Borehole loggers for sub surface logging
- All equipments for aquifer performance tests
- Handheld GPS and laptops

Mobility: The agency should have sufficient resources for travelling to remote areas, transportation of test teams, and for working in remote areas.

5. Performance Indicators:

The performance indicators for the impact assessment are:

- i. Correctness of site selection for the sustainability activities (Give rating 1 to 10)
- ii. Appropriateness of selection of type of sustainability activity.
- iii. Rise in water table in the area with respect to the rainfall pattern (indicate in m).
- iv. Seasonal Improvement of Groundwater quality (Changes in TDS, Fluoride)(Give rating from 1 to 10)
- v. Improvement in longevity of the source on the calendar months basis. (Observed increase in the supply durations of the source))(Rating from 1 to 10)

- vi. Implementation of sustainability measures (in financial terms) vis-a-vis total program fund (Give rating from 1 to 10).
- vii. Evaluate the preparation, planning and implementation of the Sustainability Program at the State level.

6. Schedule of Tasks :

The agency is supposed to undertake the following tasks

- i. Data collection and performing the tests as outlined in Methodology.
- ii. Analyzing the data collected and assessing the overall impact of sustainability activities on improvement in performance of rural drinking water schemes in the district under study.
- iii. Compilation of the entire field data collected by the agency as well as the secondary data collected from various sources in the course of study, test results, their interpretations and analysis and presenting in a soft copy in a pen drive and 20 hard copies with maps, site photographs and the acquired data, conclusions, suggestions, and recommendations, named as **“Final report”**
- iv. The format for summary report on the field inspection and/or discussions with the agency/department dealing with rural water supply are to be held, should include among others:
 - a. Name of the State;
 - b. Name of the implementing agency;
 - c. Name of the District visited;
 - d. Category of the block visited: Over Exploited/Critical/Semi critical/safe;
 - e. Date of the visit;
 - f. Name, designation and address of in-charge officers who inspected the field;
 - g. Officers/ officials interacted with;
 - h. Details of the sustainability activity (as per formats in annexure-A).

7. Timeline:

- i) Commencement : within 15 days from the date of signing of contract**

ii) Inception Report : within 30 days from the date of signing of contract

The agency is supposed to submit the proposed course of action before starting the work. This should include their travel plan, districts selected for study, schedule of visit and studies. Ministry of DWS may suggest amendments to these plans which will be binding on the agency.

iii) Interim presentation: within 90 days from the date of signing of contract

The agency shall present a report on their site visits, and present the data collected in the field. Ministry of DWS may direct the agency at this point of time to modify the strategy of data collection, if the field data is not of the expected quality.

iv) Final report: within 120 days from the date of signing of contract

The agency shall submit the final report comprising of all the information as detailed in deliverables below.

8. Deliverables: Final report

Contents: Final Report should contain

1. Entire field data collected by the agency;
2. Secondary data collected from various sources in the course of study;
3. Test results, their interpretations, and analysis;
4. Maps, site photographs, and the acquired data;
5. Evaluation: location specific, State wise, and overall evaluation based on performance indicators given in Section 5;
6. Conclusions, suggestions and recommendations on effectiveness of sustainability activities for drinking water supply projects.

Submission: Final report to be submitted in a soft copy in a pen drive and in 20 hard copies.

CONTRACT FOR CONSULTANT'S SERVICES

between

Ministry of Rural Development, Govt. of India

and

(Name of the Consultant)

Subject: Engaging a Consultant for conducting Evaluation Study on impact of sustainability activities under National Rural Drinking Water Programme (NRDWP) on the rural drinking water supply schemes in the country

Dated:

This CONTRACT (hereinafter called the "Contract") is made on the () day of the month of () month, () year) between the Ministry of Rural Development, Government of India, Krishi Bhavan, New Delhi-110114(name of Employer), (hereinafter called the "Employer") of the First Part and, (name of consultant) (hereinafter called the "Consultant") of the Second Part.

WHEREAS:

- (a) the Consultant, having represented to the "Employer" that he has the required professional skill, personnel and technical resources, has offered to provide the services in response to the Tender Notice dated issued by the Employer;
- (b) The "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (i) Conditions of Contract
- (ii) Appendix: Terms of Reference

2. The mutual rights and obligations of the "Employer" and the "Consultant" shall be as set forth in the Contract, in particular:

- (a) The Consultant shall carry out and complete the Services in accordance with provisions of the Contract; and
- (b) the "Employer" shall make payments to the Consultant in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In the presence of:

Signed by:

For and on behalf of the Ministry of Drinking Water and Sanitation, Govt. of India.

Witnesses:

(i)

Signed by

(ii)

(Consultant)

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Employer" means Ministry of Drinking Water and Sanitation, Govt. of India.
- (c) "Consultant" means any private or public entity that will provide the Services to the Employer under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this Contract and the Appendices.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force
- (g) "Foreign Currency" means any currency other than the currency of the Employer's country.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Party" means the Employer or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Consultants assigned to perform the Services or any part thereof .
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the RFP hereto.
- (m) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (n) "Third Party" means any person or entity other than the Employer, or the Consultant.
- (o) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the following address:

- i). Employer: Ministry of Rural Development, Govt. of India, Krishi Bhavan, New Delhi-110114.

ii) Consultant: (Name)í .(Designation)
Address:

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 1.5.1.

1.6 States/districts covered: **8 selected States.**

1.7 Taxes and Duties: The Consultant shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption:

1.8.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the Employer: The Employer may, if it determines at any time that the Consultant or Representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,

(a) terminate the Contract, and /or

(b) declare the Consultant ineligible, either indefinitely or for a Stated period of time, to be awarded a contract .

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date of Contract: This Contract shall come into force and effect on the date of execution/signing of Contract by the Parties

2.2 Commencement of Services: The Consultant shall begin carrying out the Services not later than 15 days after execution of the Contract.

2.3 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 15 days after execution, Employer may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, Consultant shall have no claim against the Employer with respect hereto.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.3 or 2.8 hereof, this Contract shall expire at the end of 3 years after the Effective Date as specified in Clause 2.1 unless further extended by the Employer.

2.5 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.6 Force Majeure

2.6.1 Definition (a) For purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have expected and taken into account at the time of conclusion of this Contract, (c) insufficiency of funds or non-availability of personnel.

2.6.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

(i) Demobilize,; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension: The "Employer" may, by written notice, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) allow the Consultant to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 Termination

2.8.1.1 Termination by the Employer: The Employer may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of this Clause:

- (a) If the Consultant fails to remedy a failure in performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 days of receipt of such notice or within such further period as Employer may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or go into liquidation or receivership.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
- (d) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Employer a false Statement which has a material effect on the rights, obligations or interests of the Employer.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services and for any such deficiency, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve quality of the services.
- (h) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than 30 days.
- (i) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.1.2 In such an occurrence the Employer shall give a written notice of not less than 7 days for termination of the Contract.

2.8.2 Termination by the Consultant: The Consultant may terminate this Contract, by not less than 7 days written notice to the Employer, in case of occurrence of any of the events specified in following paragraphs (a) through (d) of the this Clause:

- (a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 15 days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 days.
- (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
- (d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period agreed by the Consultant on receipt of the Consultant's notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection and copying of

their records set forth in Clause 356 and 3.6 hereof, and iv) any right which a Party may have under the Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

2.8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Employer shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.8.1 (g), (h) or 2.8.2, remuneration pursuant to Clause 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.8.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the Employer may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 15 days of termination date.

2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice of termination from the other Party, refer the matter as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate Personnel. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with Third Parties.

3.1.2 Performance Guarantee: The Consultant shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 5% of the total annual cost of the project, which shall remain valid for a period of 30 days beyond the date of completion of all contractual obligations.

3.2 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.3 Confidentiality: The know how generated from the Project would be the property of the Employer. Except with prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Subcontracts: the Consultant should execute the Services through its own technical manpower and will not outsource the job, completely or partially, through any other consultant.

3.5 Monitoring and Reporting Obligations: The Consultant shall extend all facilities to Consultancy Monitoring Committee (CMC), as also experts and officers assigned by the Employer to monitor progress of the assignment, to oversee that the assignment is as per RFP/TOR and contractual conditions and to assess quality of deliverables and to accept/reject in part of the assignment, (b) The Consultant shall submit to the Employer draft report within 2 months of award of assignment and make presentation of draft report before the Employer, and submit 20 copies of the final report within 10 days after the approval of the draft report by the Employer. Final report shall be delivered in pen drive in addition to the hard copies as specified in TOR.

3.6 Documents Prepared by the Consultant to be the Property of the Employer: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

4. CONSULTANTS PERSONNEL:

4.1. Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal.

4.2. Removal and/or Replacement of Personnel: (a) If, for any reason beyond reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide appropriate replacement by a person with equivalent or better qualifications and experience.

4.3 The Consultant shall nominate a Team Leader for the period of the assignment who will not be changed during the course of the assignment.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions : The Employer shall Provide to the Consultant any such assistance as may be appropriately required in connection with the assignment, such as issue of instructions to the concerned officials of Government/ organization, as may be necessary or appropriate for the prompt and effective performance of the Services.

5.2 Payment: In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable (inclusive of all taxes, service charges etc.) is ` _____ , as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.3, payments under this Contract shall not exceed the amount specified in Clause 6.1(a).

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: (a) the consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payments in respect of the Services shall be made in three installments as per terms & conditions given below:

- i). First installment of 20% after signing of contract, delivery of performance security (5% of the project cost) and development of survey tools and procurement of resources.
- ii). Second installment of 50% after completion of field work.
- iii). Final installment of 30% on successful completion of the assignment to the satisfaction of this Ministry in accordance with TOR.
- iv). Payment of any of the installments in advance will be made only against bank guarantee for an equal amount, furnished by the Consultant. Validity of bank guarantee should be for 6 months initially. Bank guarantee furnished by the Consultant will be released on delivery of all Services to the satisfaction of the Employer.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. If the deliverables are not found to be acceptable by the Employer or the consultant has not carried out the work, he shall be liable to refund the advance of installment, if any, released to the consultant. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment : The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and Report finally accepted by the Employer unless the Employer gives a written notice to the Consultant specifying in detail deficiencies in the Services within 30 days of receipt of final Report and relevant documents. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means: acceptance of the deliverables by the Employer after submission by the Consultant and Consultant has made presentation to the Employer with/without modifications to be communicated in writing by the Employer to the Consultant.

(e) If the deliverables submitted by the Consultant are not acceptable to the Employer, the Employer shall not release payment due to the consultant. This is without prejudice to the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the Report and is accepted by the Employer.

(f) All payments under this Contract shall be made to the account of the Consultant.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment may be made to the consultant on pro-rata basis in respect of the services, which are found to be useful to the Employer.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the Ministry of Drinking Water and Sanitation. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall State the reasons for the award.

9. LIQUIDATED DAMAGES:

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified

hereunder shall be construed as reasonable estimate of the damages and the consultant party agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 50% of the total value of the contract .

9.3 The liquidated damages shall be applicable under following circumstances:

(a) Penalty @ 5% of the released amount will be imposed on the Consultant in the event of the delay upto 1 month in submission of Report as per schedule until extended by the Employer and after two months additional penalty @ 1% for each fortnight period.

(b) If the Report is not acceptable to the Employer as mentioned in Clause 6.3 (c), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of released amount for every fortnight or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

(i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, agent(s), engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(vii) It is acknowledged and agreed by all Parties that the staff employed for the project are not employees of Employer and there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

Proforma for EOI

(i) Name of the Institution/organization:

(ii) Name of contact person:

(with Mobile No.)

(iii) Address:

(iv) Phone No with STD Code:

(v) Fax No. with STD Code:

(vi) Email ID:

(vii) Total no. of years of experience in Evaluation Studies:

(viii) Experience in studies on sustainability activities for sources of drinking water projects done by the Institution (in chronological order starting from the earliest) for last 3 years

| S. No. | Type of Activity | Level (National /State) | Title of the Project | Name, address, telephone No. and email ID of the client | Duration of Project (in months) & dates of Start & Completion | | | Value of the Project (lakh) | Services/P roducts Delivered |
|--------|------------------|-------------------------|----------------------|---|---|---------------|--------------------|------------------------------|------------------------------|
| | | | | | Durat ion | Date of start | Date of completion | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |

(ix) Projects done by the Institution on evaluation of drinking water supply projects

| S. No. | Type of Activity | Level(National /State/below State) | Title of the Project | Name, address, telephone No. and email ID of the client | Duration of Project (in months) & Year of Start & Completion | | | Value of the Project (lakh) | Services/P roducts Delivered |
|--------|------------------|------------------------------------|----------------------|---|--|---------------|--------------------|------------------------------|------------------------------|
| | | | | | Duration | Date of start | Date of completion | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

(x) Annual turnover* of the Organization/Institution from Projects/Impact assessment Studies relating to sustainability activities for sources of drinking water during the following three years:

| Year | Turnover(In ` lakh) |
|--------------|---------------------|
| Year 2008-09 | |
| Year 2009-10 | |
| Year 2010-11 | |

(xi) Profile of the Team Leader

| Name | Position and name of Organization* | Full-time/ Part-time | Academic Qualification* Ph.D./P.G. (with discipline and year) | No. of years of Experience* in hydro geological and geophysical studies | No. of similar studies conducted | No. of years of experience in evaluation of DWS project | |
|------|------------------------------------|----------------------|---|---|----------------------------------|---|-------|
| | | | | | | National | State |
| | | | | | | | |

[*Documentary evidence to be enclosed]

(xii) (a) Equipments available for the Study

| Sl. No. | Name of Equipment | Number | | Location | |
|---------|-------------------|--------|-------|----------|-------|
| | | Hired | Owned | Hired | Owned |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(b) What are the arrangements for making Equipments available at other locations?

(c) What is the procedure/methodology for the study (in brief)

CERTIFICATE

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. This Institution is fully equipped to handle this assignment and would implement this project within the given time frame, to the satisfaction of the M/o Rural Development.
3. I am competent to sign this Certificate.

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation

Evaluation Criteria for shortlisting the Agencies

| S.No. | Items | Maximum Score |
|--------------|---|----------------------|
| 1. | <i>Experience</i> | 45 |
| i. | Total Experience in Evaluation Studies (Years) | 15 |
| ii. | Experience in studies on water quality monitoring & surveillance projects | 20 |
| iii. | Experience in evaluation of drinking water supply projects | 10 |
| 2. | Suitability of Key Personnel for the assignment | 30 |
| i | Qualification of Team Leader in the relevant field | 15 |
| ii | Experience of Team Leader | 15 |
| 3. | Financial strength | 25 |
| | Total | 100 |

Minimum qualifying score : 50

Study 3: Evaluation study on implementation of National Rural Drinking Water Quality Monitoring & Surveillance (NRDWQMS) Programme in the States/UTs in the country

The Ministry of Rural Development invites Expression of Interest (EOI) from eligible Institutions/Organisations (Consultants) for an Evaluation study of the implementation of National Rural Drinking Water Quality Monitoring & Surveillance (NRDWQMS) Programme, a part of the National Rural Drinking Water Programme (NRDWP) in the States/UTs in the country. **The applicants should have experience in evaluation of drinking water supply projects at national/State level for a minimum period of 3 years, including at least 1 study on water quality monitoring & surveillance and should have an average annual turn-over of at least Rs.50 lakh during the last 3 years.** The Principal Investigator for the study should be an expert in Water Quality (Chemist /Engineer /Geophysicist /Hydro-Geologist) with an M. Tech /Ph.D. degree in respective field and should have more than 10 years of experience in water quality domain. The detailed Terms of Reference (TOR) for the study are at **Annexure**.

Interested Consultants satisfying the conditions mentioned above may submit their Expression of Interest. The EOI in the prescribed proforma shall be received by Shri D.K.Singh, Under Secretary (Mon), Ministry of Rural Development, Room No.366-C, Krishi Bhawan, New Delhi-110114 up to 3.00 PM on **31.10.2011**. For any clarification, the above officer may be contacted on Phone No. 23386378 between 10.00 AM to 5.00 PM up to the said date.

Ministry of Rural Development, Govt of India, intends to engage nationally reputed consultancy organizations/research institutions, having sound technical and financial capabilities to conduct **“Evaluation Study on implementation of National Rural Drinking Water Quality Monitoring & Surveillance Programme in the States/UTs in the country”**

TERMS OF REFERENCE

OBJECTIVE AND SCOPE OF WORK

“Evaluation Study on implementation of National Rural Drinking Water Quality Monitoring & Surveillance Programme in the States/UTs in the country”

1. Background

1.1 The new National Rural Drinking Water Programme (NRDWP) has the goal of providing safe and adequate drinking water to all individuals. There are about 43.14 lakh reported drinking/domestic water sources in the country and district and sub-district laboratories have been set up to test all sources for water quality. However to facilitate this activity and to empower local communities to test the sources in their villages, the decentralized National Rural Drinking Water Quality Monitoring & Surveillance (NRDWQMS) Programme was launched in the year 2005-06, to enable testing of drinking/domestic water sources using Field Test Kits (FTKs) at the village level and establish a system in which only samples of those water sources found contaminated by using the field test kits (FTKs) are referred to the laboratories for confirmatory testing. When the NRDWP was launched on 1.5.2009, the National Rural Drinking Water Quality Monitoring & Surveillance (NRDWQMS) Programme was made a part of the NRDWP.

1.2 Bureau of Indian Standards has set specifications in its IS 610500 standards for drinking water. Water is defined as contaminated if it is biologically contaminated (presence of microscopic organisms such as algae, zoo-plankton, flagellates, E-coli etc) or if chemical contamination exceeds permissible limits [such as Fluoride (>1.5mg/l), Salinity i. e. Total Dissolved Solids (TDS) (>2,000mg/l), dissolved iron (>1mg/l), arsenic (>0.05mg/l), nitrates (>45mg/l) etc.].

2. National Rural Drinking Water Quality Monitoring & Surveillance (NRDWQMS) Programme

2.1 The National Rural Drinking Water Quality Monitoring and Surveillance (NRDWQMS) Programme aimed at empowering rural communities by:

- Bringing awareness about water quality through Information, Education & Communication (IEC) activities.
- Training 5 grass root workers in each Gram Panchayat for water quality testing.
- Provision of a field test kit for every Gram Panchayat

2.2 For the Programme, 100% financial assistance is provided to the States by MDWS. With effect from 1.4.2009, NRDWQMS Programme is subsumed under the NRDWP and these activities are now supported from the 5% Support fund available to the States. Funds are also provided under NRDWP to the States/UTs for establishing District and Sub-district water testing laboratories and IEC activities. States are advised to test each drinking water source at least once in a year for chemical parameters and twice a year for bacteriological (e-coli) contamination.

2.3 Ministry of DWS regularly monitors the progress of the NRDWQMS Programme, reported by the States/UTs, through the online-Integrated Management information System (IMIS) of the Ministry of Drinking water and Sanitation. Since the NRDWQMS Programme has been implemented for more than 5 years, it is considered necessary to evaluate the Programme by an independent agency to report on the achievements and areas of improvement in the Programme.

3. Objectives of the study:

- (i) To assess the impact of NRDWQM&S Programme and to recommend regarding its continuation in the NRDWP based on the following:
 - a) Awareness generated about the significance of drinking/domestic water quality and need and procedure of water quality testing among GP functionaries, village level persons and the staff of the drinking water supply service agency;
 - b) Protection provided to drinking/domestic water sources from contamination at the village level;
 - c) Quantity and quality of training in water quality testing in the Gram Panchayats, including information on number of persons trained, level/capacity of trainers, for duration of training and quality of training imparted;
 - d) Impact of the training provided to the village level workers in Gram Panchayats regarding awareness on water quality and protection of drinking water sources from contamination and of water quality testing;
 - e) Level of Information amongst the villagers about the availability of Field Test Kits (FTKs) /bacteriological vials provided to GPs for testing drinking water quality, including information regarding the custodian of the field test kit;
 - f) Availability, Usage and Functionality of the complete Field Test Kits (FTKs) including that of chemical refills in Gram Panchayats (GP);
 - g) Availability of bacteriological vials/strips including refills in Gram Panchayat (GP) on a continuous basis;

- h) Number and percentage of available public drinking/domestic water sources tested in Gram Panchayat (GP);
 - i) Status of implementation of the required periodicity of testing of drinking/domestic water sources for chemical and bacteriological contamination as envisaged in the Programme;
 - j) Number of contaminated samples, as tested by FTKs, referred to the District and Sub-district laboratories set-up under NRDWP for confirmation of drinking water quality;
 - k) Number of sanitary surveys conducted by the GPs.
- (ii) Remedial action taken by rural water supply agency of the State Government and by Gram Panchayats/VWSCs in cases of confirmed contamination of drinking /domestic water source;
 - (iii) To study the status of the District level and sub District level laboratories set up by the State Government, for water quality testing. These shall include evaluation of the physical, manpower and financial position of the laboratories; their performance in testing samples and the reporting system to the user agency and the GPs.
 - (iii) To document details of the State Referral Institutes, declared by the State for water quality, and review the advisory role played by them.

4. Methodology

Sample Size

4.1 *The agency will select 2,500 GPs (approx 10 % of the total Gram Panchayats in the country) for “Evaluation Study on implementation of National Rural Drinking Water Quality Monitoring & Surveillance Programme in the States/UTs in the country”. Out of 2,500 GPs to be studied across the country, 10 % GPs (i.e. 250 GPs) shall be selected from North Eastern States and the remaining 2250 GPs shall be selected from non-NE States.*

4.2 In order to select the States to be reviewed, four key indicators reported by States in the IMIS are considered viz., % expenditure, % grass root workers trained, % field test kits distributed and % sources tested so far under the programme. Each parameter is given 25% weightage and the cumulative weightages are calculated. Based on the cumulative weightages calculated State-wise, they are ranked separately for NE and non-NE States. Three best performing Non-NE States (Madhya Pradesh, Tamil Nadu and Haryana), three medium performing States (Rajasthan, Andhra Pradesh and Maharashtra) and three poorest performing States (Orissa, Kerala and Goa) have been selected for evaluation. Similarly in NE States, the highest performing State (Sikkim), medium performing State (Mizoram) and poorest performing State (Manipur) have been selected for evaluation. State-wise number of GPs to be reviewed has been decided based on the proportion of Gram Panchayats in the respective States, separately for NE and non-NE States.

4.3 The selection of GPs in the concerned States shall be done using random sampling technique and ensuring wider geographical spread. State-wise number of GPs to be reviewed are tabulated below:

| S.No. | Name of the State | No. of GPs | GPs in the sample |
|-------|----------------------|------------|-------------------|
| | NON NE STATES | | |
| 1 | ANDHRA PRADESH | 21724 | 453 |
| 2 | GOA | 166 | 3 |
| 3 | HARYANA | 6181 | 129 |
| 4 | KERALA | 915 | 19 |
| 5 | MAHARASHTRA | 27947 | 582 |
| 6 | ORISSA | 6173 | 129 |
| 7 | RAJASTHAN | 9280 | 193 |
| 8 | TAMIL NADU | 12620 | 263 |
| 9 | MADHYA PRADESH | 22961 | 479 |
| | | 107967 | 2250 |
| | NE STATES | | |
| 10 | MANIPUR | 2265 | 180 |
| 11 | MIZORAM | 714 | 57 |
| 12 | SIKKIM | 166 | 13 |
| | | 3145 | 250 |
| | GRAND TOTAL | | 2500 |

4.4 While selecting Gram Panchayats for impact assessment of the programme, priority should be given to GPs falling under existing Water Quality Affected Habitations/ Potential Water Quality Affected Habitations/Over-exploited blocks /Endemic reported areas during last two years / SC-ST dominated habitations, habitations in Minority Concentrated Districts and LWE affected districts.

4.5 The agency shall develop a Performance Index Rating (on scale of 100) which would be based on Performance Indicators as finalized with the Ministry, to measure the impact of NRDWQS Programme in 2500 selected GPs across the country. It will place each GP after evaluation of the water quality monitoring programme in five categories (Excellent, Good, Moderate, Poor, Extremely Poor). Apart from categorization, the agency shall provide numeric value to each GP in Performance Index Rating. The Agency shall submit the rating card of each GP to the Ministry of Drinking Water and Sanitation.

4.6 The agency shall collect secondary data like number of rural persons including SC/ST population, literacy rate, number of rural households, DWS schemes, total number of drinking water sources etc before undertaking field visits to Gram Panchayat for conducting evaluation study.

4.7 The agency shall verify the training provided to 5 persons from each GP in using FTKs for water testing by getting the analysis of drinking water samples for general physico-chemical

and bacteriological (e-coli) parameters done by all 5 persons. The results of the same should be provided to the sarpanch of the GP, the concerned States and to the MDWS.

4.8 The agency may further check the efficacy of results obtained using FTKs either by using its own portable instruments and spectrophotometer or by carrying known concentration of spiked solutions of arsenic, fluoride, iron, salinity, nitrate and coliforms, to be tested with field test kits. The results of the same should be provided to the the sarpanch of the GP, the concerned States and to the MDWS.

4.9 The agency shall have to complete the evaluation of the programme in each of the selected GP. The field survey methodology to be undertaken in each GP by the evaluating agency will be as under:

- a) Hold detailed discussions with the State officials dealing with rural water supply, identify the GPs to be visited and chalk out the tour plan.
- b) State Officials to be requested to intimate the concerned district officials about the programme of field visits including the list of GPs to be visited in the district and ensure availability of concerned PHED officials and grass root workers already trained in these selected Panchayats.
- c) Collect secondary data from State and district officials
- d) In each GP, hold a meeting with Sarpanch/President of GP and members of Village Water & Sanitation Committee(VWSC). Assess the general awareness generated on the programme and specifically regarding water quality, health implications and water quality testing.
- e) Identify the 5 grass root workers who have been trained under the programme
- f) Collect details regarding training imparted to these people
- g) Assess availability and functionality of the field test kit.
- h) Assess availability along with expiry date of chemical refills and bacteriological strips
- i) Ask all the 5 grass root workers to test one chemical parameter each for two drinking water sources once in general area and other in SC/ST dominated area.
- j) Cross-verify the contamination found in the identified drinking water with their own pre-calibrated instruments or verify for the concentration of known spiked solutions using field test kit available in the GP to find out the efficacy of the kit.
- k) Ask any of the grass root workers to conduct testing for bacteriological parameter in both pre-identified drinking water sources. The evaluation agency to collect these bacterial vials and confirm for coliforms presence after one day.

Collect samples of these two drinking sources in sterilized 250ml bottles, label them suitably and deliver the same to the nearest Public Health laboratory (dealt by Health Department) for bacteriological analysis. In the absence of PH laboratories the samples may be sent to the nearest PHED district water testing laboratory immediately or hand over the same to the PHED official to get the sample tested for presence of coliforms and seek reports for tallying results obtained from bacterial vials/strips from the field. Expenditure if any incurred for bacteriological analysis of water samples shall be payable on submission of receipts in actuals.

- l) Find out who the custodian of the kit is and where it is positioned in the GP.
- m) Find out the frequency of the water quality testing done. Also, whether any records are maintained.
- n) Find out the number of positively tested samples were sent to the nearby laboratory during the year 2010-11.
- o) Make a transect walk in the GP and conduct sanitary survey of at least 2 drinking water sources one in general area and other in SC/ST dominated habitation.
- p) Find out the number of people were affected with water borne diseases during the last year 2010-11. Verify the same with nearest PHC.
- q) Find out the remedial action taken in case of drinking water sources getting contaminated and steps for protection of such contamination by the GP.
- r) Find out the frequency of visits of PHED engineers to the GP and assistance provided to them regarding implementation of the programme
- s) Find out the number of awareness camps on drinking water quality done in the GP during the last 3 years.

The format for field observations in each GP based on the above points shall be finalized in consultation with the MDWS.

5. Role of the Ministry of Rural Development and Ministry of Drinking Water and Sanitation

- The Ministry shall co-ordinate between the States and the Agency.
- The Ministry will direct the activities of the Agency in terms of advice on methodology, techniques and data collection.
- The Ministry will review the progress of the work from time to time, and may cross-check the work of the Agency.

6. Technical Qualifications of the Agency:

Past Experience: The Agency should have completed at least one such impact assessment study in the past.

Human Resources:

- The Principal Investigator for the study should be an expert in Water Quality (Chemist /Engineer /Geophysicist /Hydro-Geologist) with an M. Tech(or equivalent) /Ph.D. degree in respective field and should have more than 10 years of experience in water quality domain.
- The Agency should have sufficient manpower for conducting field studies and for preparation and presentation of the reports.

Instrumentation: The Agency should have adequate facility, infrastructure and instrumentations for carrying-out chemical and bacteriological testing of drinking water, including potable instruments like pH meter, Conductivity/TDS meter, Arsenator and/or pre-calibrated known concentration of spiked solutions and to ascertain the efficacy of the field test kit supplied to the GP.

Mobility: The Agency should have sufficient resources for travelling to remote areas, transportation of test teams, and for working in remote areas.

7. Schedule of Tasks :

The Agency is supposed to undertake the following tasks:

- i. Data collection and performing the tests as outlined in Methodology.
- ii. Analyzing the data collected and carry out an assessment of overall impact of the implementation of the National Rural Drinking Water Quality Monitoring & Surveillance Programme(NRDWQMS).
- iii. Compilation of the entire field data collected by the Agency, as well as the secondary data collected from various sources in the course of study, interpretations of the test results, and analysis, graphical presentations and presenting the total report in a soft copy in a pen drive and 20 hard copies with maps, site photographs, and the acquired data, graphs, conclusions, suggestions, and recommendations, named as Final report.

(I) Timeline:

- (i) **Commencement** : within 15 days from the date of signing of contract
- (ii) **Inception Report** : within 15 days from the date of signing of contract

The Agency is supposed to submit the proposed course of action before starting the work. This should include their travel plan, districts selected for study, schedule of visit and

studies. The Ministry may suggest amendments to these plans which will be binding on the agency.

8. **Interim presentation:** within 180 days from the date of signing of contract

The Agency shall present a report on their site visits, and present the data collected in the field. The Ministry may direct the agency at this point of time to modify the strategy of data collection, if the field data is not of the expected quality. A presentation will be made to the Ministry on the interim report. The views/suggestions of the Ministry for improvement of the study should be duly incorporated.

9. **Draft report:** within 210 days from the date of signing of contract

The Agency shall submit the final report comprising all the information as detailed in deliverables below. A presentation will be made on the final report to the Ministry.

(II) Deliverables: Final report

Contents: Final Report should contain

7. Compilation of entire field data collected by the agency,
8. Compilation of secondary data collected from various sources in the course of study,
9. Water quality Analysis Report (Using FTKs)
10. Confirmation reports on efficacy of FTKs
11. Evaluation: Overall evaluation of the programme with reference to the objectives of Study. Evaluation has to be based on Data Analysis and Inferences, and include recommendations.
12. Executive Summary

Submission: Final report to be submitted in a soft copy in a pen drive together with 20 hard copies.

9. Cost of the Study:

Actual cost of the Study will be decided through bidding process and will depend on the financial bids submitted by the qualified bidders.

CONTRACT FOR CONSULTANT'S SERVICES

between

Ministry of Rural Development, Govt. of India

and

(Name of the Consultant)

**Subject: Engaging a Consultant for conducting Evaluation study on implementation of
National Rural Drinking Water Quality Monitoring & Surveillance (NRDWQMS)
Programme in the States/UTs in the country**

Dated:

This CONTRACT (hereinafter called the "Contract") is made on the () day of the month of () month, () year) between the Ministry of Rural Development, Government of India, Krishi Bhavan, New Delhi-110114(name of Employer), (hereinafter called the "Employer") of the First Part and, (name of consultant) (hereinafter called the "Consultant") of the Second Part.

WHEREAS:

- (a) the Consultant, having represented to the "Employer" that he has the required professional skill, personnel and technical resources, has offered to provide the services in response to the Tender Notice dated issued by the Employer;
- (b) The "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (iii) Conditions of Contract
- (ii) Appendix: Terms of Reference

2. The mutual rights and obligations of the "Employer" and the "Consultant" shall be as set forth in the Contract, in particular:

- (a) The Consultant shall carry out and complete the Services in accordance with provisions of the Contract; and
- (b) the "Employer" shall make payments to the Consultant in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In the presence of:

Signed by:

For and on behalf of the Ministry of Drinking Water and Sanitation, Govt. of India.

Witnesses:

(i)

Signed by

(ii)

(Consultant)

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Employer" means Ministry of Drinking Water and Sanitation, Govt. of India.
- (c) "Consultant" means any private or public entity that will provide the Services to the Employer under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this Contract and the Appendices.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force
- (g) "Foreign Currency" means any currency other than the currency of the Employer's country.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Party" means the Employer or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Consultants assigned to perform the Services or any part thereof .
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the RFP hereto.
- (m) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (n) "Third Party" means any person or entity other than the Employer, or the Consultant.
- (o) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the following address:

- i). Employer: Ministry of Rural Development, Govt. of India, Krishi Bhavan, New Delhi-110114.

ii) Consultant: (Name)í .(Designation)
Address:

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 1.5.1.

1.6 States/districts covered: 2500 Gram Panchayats in 12 States.

1.7 Taxes and Duties: The Consultant shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption:

1.8.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the Employer: The Employer may, if it determines at any time that the Consultant or Representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,

(a) terminate the Contract, and /or

(b) declare the Consultant ineligible, either indefinitely or for a Stated period of time, to be awarded a contract .

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date of Contract: This Contract shall come into force and effect on the date of execution/signing of Contract by the Parties

2.2 Commencement of Services: The Consultant shall begin carrying out the Services not later than 15 days after execution of the Contract.

2.3 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 15 days after execution, Employer may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, Consultant shall have no claim against the Employer with respect hereto.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.3 or 2.8 hereof, this Contract shall expire at the end of 3 years after the Effective Date as specified in Clause 2.1 unless further extended by the Employer.

2.5 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.6 Force Majeure

2.6.1 Definition (a) For purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have expected and taken into account at the time of conclusion of this Contract, (c) insufficiency of funds or non-availability of personnel.

2.6.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

(i) Demobilize,; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension: The "Employer" may, by written notice, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) allow the Consultant to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 Termination

2.8.1.1 Termination by the Employer: The Employer may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of this Clause:

- (a) If the Consultant fails to remedy a failure in performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 days of receipt of such notice or within such further period as Employer may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or go into liquidation or receivership.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
- (d) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Employer a false Statement which has a material effect on the rights, obligations or interests of the Employer.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services and for any such deficiency, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve quality of the services.
- (h) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than 30 days.
- (i) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.1.2 In such an occurrence the Employer shall give a written notice of not less than 7 days for termination of the Contract.

2.8.2 Termination by the Consultant: The Consultant may terminate this Contract, by not less than 7 days written notice to the Employer, in case of occurrence of any of the events specified in following paragraphs (a) through (d) of the this Clause:

- (a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 15 days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 days.
- (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
- (d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period agreed by the Consultant on receipt of the Consultant's notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection and copying of

their records set forth in Clause 356 and 3.6 hereof, and iv) any right which a Party may have under the Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

2.8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Employer shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.8.1 (g), (h) or 2.8.2, remuneration pursuant to Clause 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.8.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the Employer may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 15 days of termination date.

2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice of termination from the other Party, refer the matter as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate Personnel. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with Third Parties.

3.1.2 Performance Guarantee: The Consultant shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 5% of the total annual cost of the project, which shall remain valid for a period of 30 days beyond the date of completion of all contractual obligations.

3.2 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.3 Confidentiality: The know how generated from the Project would be the property of the Employer. Except with prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Subcontracts: the Consultant should execute the Services through its own technical manpower and will not outsource the job, completely or partially, through any other consultant.

3.5 Monitoring and Reporting Obligations: The Consultant shall extend all facilities to Consultancy Monitoring Committee (CMC), as also experts and officers assigned by the Employer to monitor progress of the assignment, to oversee that the assignment is as per RFP/TOR and contractual conditions and to assess quality of deliverables and to accept/reject in part of the assignment, (b) The Consultant shall submit to the Employer draft report within 2 months of award of assignment and make presentation of draft report before the Employer, and submit 20 copies of the final report within 10 days after the approval of the draft report by the Employer. Final report shall be delivered in pen drive in addition to the hard copies as specified in TOR.

3.6 Documents Prepared by the Consultant to be the Property of the Employer: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

4. CONSULTANTS PERSONNEL:

4.1. Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal.

4.2. Removal and/or Replacement of Personnel: (a) If, for any reason beyond reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide appropriate replacement by a person with equivalent or better qualifications and experience.

4.3 The Consultant shall nominate a Team Leader for the period of the assignment who will not be changed during the course of the assignment.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions : The Employer shall Provide to the Consultant any such assistance as may be appropriately required in connection with the assignment, such as issue of instructions to the concerned officials of Government/ organization, as may be necessary or appropriate for the prompt and effective performance of the Services.

5.2 Payment: In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable (inclusive of all taxes, service charges etc.) is ` _____ , as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.3, payments under this Contract shall not exceed the amount specified in Clause 6.1(a).

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: (a) the consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payments in respect of the Services shall be made in three installments as per terms & conditions given below:

- i). First installment of 20% after signing of contract, delivery of performance security (5% of the project cost) and development of survey tools and procurement of resources.
- ii). Second installment of 50% after completion of field work.
- iii). Final installment of 30% on successful completion of the assignment to the satisfaction of this Ministry in accordance with TOR.
- iv). Payment of any of the installments in advance will be made only against bank guarantee for an equal amount, furnished by the Consultant. Validity of bank guarantee should be for 6 months initially. Bank guarantee furnished by the Consultant will be released on delivery of all Services to the satisfaction of the Employer.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. If the deliverables are not found to be acceptable by the Employer or the consultant has not carried out the work, he shall be liable to refund the advance of installment, if any, released to the consultant. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment : The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and Report finally accepted by the Employer unless the Employer gives a written notice to the Consultant specifying in detail deficiencies in the Services within 30 days of receipt of final Report and relevant documents. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means: acceptance of the deliverables by the Employer after submission by the Consultant and Consultant has made presentation to the Employer with/without modifications to be communicated in writing by the Employer to the Consultant.

(e) If the deliverables submitted by the Consultant are not acceptable to the Employer, the Employer shall not release payment due to the consultant. This is without prejudice to the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the Report and is accepted by the Employer.

(f) All payments under this Contract shall be made to the account of the Consultant.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment may be made to the consultant on pro-rata basis in respect of the services, which are found to be useful to the Employer.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the Ministry of Drinking Water and Sanitation. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall State the reasons for the award.

9. LIQUIDATED DAMAGES:

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified

hereunder shall be construed as reasonable estimate of the damages and the consultant party agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 50% of the total value of the contract .

9.3 The liquidated damages shall be applicable under following circumstances:

(a) Penalty @ 5% of the released amount will be imposed on the Consultant in the event of the delay upto 1 month in submission of Report as per schedule until extended by the Employer and after two months additional penalty @ 1% for each fortnight period.

(b) If the Report is not acceptable to the Employer as mentioned in Clause 6.3 (c), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of released amount for every fortnight or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

(i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, agent(s), engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(vii) It is acknowledged and agreed by all Parties that the staff employed for the project are not employees of Employer and there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

Proforma for EOI

(i) Name of the Institution/organization:

(ii) Name of contact person:

(with Mobile No.)

(iii) Address:

(iv) Phone No with STD Code:

(v) Fax No. with STD Code:

(vi) Email ID:

(vii) Total no. of years of Experience in Evaluation Studies :

(viii) Evaluation studies done by the Organisation/Institution on water quality monitoring & surveillance

| S. No. | Type of Activity | Level(National /State) | Title of the Project | Name, address, telephone No. and email ID of the client | Duration of Project (in months) & Month/Year of Start & Completion | Value of the Project (Rs. lakh) | Services/Products Delivered |
|--------|------------------|------------------------|----------------------|---|--|---------------------------------|-----------------------------|
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(ix) Evaluation Studies done by the Institution on drinking water supply projects (in chronological order starting from the earliest)

| S. No. | Type of Activity | Level(National /State) | Title of the Project | Name, address, telephone No. and email ID of the client | Duration of Project (in months) & Year of Start & Completion | Value of the Project (Rs. lakh) | Services/Products Delivered |
|--------|------------------|------------------------|----------------------|---|--|---------------------------------|-----------------------------|
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(x) Annual turnover* of the Organization/Institution from Studies/Evaluation Studies during the following three years:

| Year | Turnover(In ` lakh) |
|--------------|---------------------|
| Year 2008-09 | |
| Year 2009-10 | |
| Year 2010-11 | |

(xi) Details of Team Leader for the project

| Name | Position and name of the Organization* | Full-time Part-time | Academic Qualification Ph.D./P.G. (with discipline and year) | No. of years of Experience* in implementation/ evaluation of Water Quality Monitoring and surveillance projects | No. of years of experience in evaluation of DWS projects | |
|------|--|------------------------|--|---|--|-------|
| | | | | | National | State |
| | | | | | | |

[*Documentary evidence to be enclosed]

CERTIFICATE

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. This Institution is fully equipped to handle this assignment and would implement this project within the given time frame, to the satisfaction of the M/o Rural Development.
3. I am competent to sign this Certificate.

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation:

Evaluation Criteria for shortlisting the Agencies

| S.No. | Items | Maximum Score |
|--------------|---|----------------------|
| 1. | <i>Experience</i> | 45 |
| i. | Total Experience in Evaluation Studies (Years) | 15 |
| ii. | Experience in studies on sustainability activities for sources of drinking water projects | 20 |
| iii. | Experience in evaluation of drinking water supply projects | 10 |
| 2. | Suitability of Key Personnel for the assignment | 30 |
| i | Qualification of Team Leader in the relevant field | 15 |
| ii | Experience of Team Leader | 15 |
| 3. | Financial strength | 25 |
| | Total | 100 |

Minimum qualifying score : 50